

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

NOV 27 2007

LEASE NO.

GS-11B-01973

THIS LEASE, made and entered into this date by and between **John Hancock Life Insurance Company (USA)**,

whose address is

**c/o Manulife Financial  
1100 New York Avenue, NW, Suite 270 West  
Washington DC 20005**

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 57,130 Rentable Square Feet (RSF) [Equal to 54,045 ANSI/BOMA Office Area Square Feet] of office and related space consisting of a portion of Storage B-2 [1,066 RSF; Equal to 1,066 ANSI/BOMA Office Area Square Feet], and all of the third [8,167 RSF; Equal to 7,717 ANSI/BOMA Office Area Square Feet], fifth [11,418 RSF; Equal to 10,790 ANSI/BOMA Office Area Square Feet] sixth [11,723 RSF; Equal to 11,078 ANSI/BOMA Office Area Square Feet], seventh [12,272 RSF; Equal to 11,596 ANSI/BOMA Office Area Square Feet] and eighth floors [12,484 RSF; Equal to 11,798 ANSI/BOMA Office Area Square Feet] including 13 Reserved parking spaces for the exclusive use of the Government at the building known as **750 17<sup>th</sup> Street, NW Washington DC 20006** to be used for such purposes as may be determined by the Government. The Lessor agrees to negotiate a separate agreement with the Government for 19 additional unreserved parking spaces at this location.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on May 1, 2007 through April 30, 2012. The Government shall have the right to one (1) renewal option for a five (5) year term. The parties agree to negotiate based on a fair prevailing market rental rate. Such rate shall be in addition to any accrued operating cost escalations and real estate tax increases. The Government shall notify the Lessor in writing at least twelve (12) months before the end of the lease term of its intent to exercise the renewal option. Said notice shall be computed commencing with the day after the date of mailing. Should the Government decide not to exercise the renewal option, the Lessor shall have the right to access the sixth floor during normal business hours for the purposes of marketing the Government-occupied space to a potential tenant during the last nine (9) months of Government occupancy. Lessor shall provide at least 24 hour prior notice to the GSA Building Manager and Tenant, unless the GSA Building Manager and Tenant agree to a shorter notification period on a case by case basis, of any marketing activity to the sixth floor. This marketing activity requires an ONDCP escort, who shall be available as needed per the Lessor's requirement. All the terms and conditions contained herein shall remain throughout the renewal term.

3. The Government shall pay the Lessor annual rent of \$2,803,886.88 at the rate of \$233,657.24 per month in arrears. Rent for a lesser period shall be prorated. The annual rent includes payment for Storage B-2 of \$20,304.00 at the rate of \$1,692.00 per month in arrears. Rent checks shall be made payable to: **The John Hancock Life Insurance Company (U.S.A.), c/o Citibank NA, 399 Park Ave., New York, NY 10043.**

4. Pursuant to Paragraph 1.10 "Tenant Improvements," the Lessor shall provide to the Government a Tenant Improvement Allowance ("Allowance") in the amount of \$5.00 per BOMA Office Usable square foot (BOUSF) for 52,979 square feet of BOMA Usable Office Area totaling \$264,895. The Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Contracting Officer on how the disbursement of funds shall occur. The Government shall be entitled to utilize such Allowance in accordance with the SFO. The Government shall have the right to draw from this allowance throughout the term of the lease. This Tenant Improvement Allowance is included in the rent, and has been amortized at a rate of 0% over the five (5) year firm Lease term. On each anniversary of the Lease, the Lessor shall provide the Government written notice of the remaining Allowance available under the lease. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent over the term, the Government will

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take a one-time rent credit to adjust for the unused portion.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- a. All services, utilities, operations, daytime janitorial and other considerations as set forth in this lease.
- b. All alterations as specified under the Solicitation for Offers (SFO), as well as, all items specified in all Riders.
- c. The base for operating expense adjustment is (b) (4)
- d. The base year for taxes is \$398,410. The Government will compare the real estate tax bills covering January through December against the established base of \$398,410 in order to calculate any increases due to the Lessor or credits due to the Government.
- e. The Government's percentage of occupancy for the purposes of calculating tax adjustments is 44.17%.
- f. In accordance with Section 7.3 of the SFO, the rate for overtime heating or cooling is \$43.97/Hour.
- g. The square foot rate for adjustment for vacant premises is \$0.63 per RSF.
- h. The Lessor and The Staubach Company - NE, Inc. ("the Broker") have agreed to a cooperating lease commission of (b) of the firm term value of this lease. The total amount of the commission is (b) (4) The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" language under the GSA National Broker Contract (GS-00P-05-BQD-0004) and found in SFO # 06-031, the Broker has agreed to forego (b) of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is (b) (4) The Lessor agrees to pay the Commission, less the Commission Credit, to the Broker in accordance with the "Broker Commission and Commission Credit" under the GSA National Broker Contract. The shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The credit shall be taken as a one time reduction in shell rent with the schedule of rental payment as indicated below:

1. First Month's Rental Payment \$233,657.24 minus Commission Credit of (b) (4) adjusted First Month's Rent.
2. Beginning with Second Month's rent rental payment through the end of the firm term of the lease, all monthly rental payments will be \$233,657.24.

6. The following are attached and made a part hereof:

- A. Solicitation for Offers #06-031 (including any amendments, riders and attachments), 56 pages
- B. Rider #1, Fire/Life Safety (1 page); Rider #2, SFO Changes (3 pages); and Rider# 3, Required Maintenance and Improvements, (2 pages)
- C. GSA Form 3517, General Clauses, 32 pages
- D. GSA Form 3518, Representations and Certifications, 7 pages

7. The following changes were made in this lease prior to its execution: None

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

BY

(b) (6)

(Signature)

Robert A. Thompson  
Regional Director, Washington Real Estate

(Signature)

John Hancock Life Insurance Company (U.S.A.)  
c/o Manulife Financial  
1100 New York Avenue, NW, Suite 270 West  
Washington, DC 20005

(Address)

IN PRESENCE OF:

(b) (6)

(Signature)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PBS, Potomac Services Division

(b) (6)

Tawanda Beverly, Contracting Officer

(Official title)

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